

**R. J. REYNOLDS TOBACCO COMPANY**  
**SPECIAL FIXTURE / HIGH IMPACT POS AGREEMENT**

Account Name Nice N Easy Grocery Shoppes  
SIS Account Number 171365

R. J. Reynolds Tobacco Company (RJR) will provide a Special Fixture or HIGH IMPACT POS merchandising item(s) to qualifying Retailers. RJR will maintain these units during the useful life of the fixtures.

In consideration for RJR supplying Retailer with Special Fixture(s) or HIGH IMPACT POS item(s), Retailer agrees as follows:

1. Maintain the advertising copy provided by RJR on the Special Fixture(s) or HIGH IMPACT POS for the life of the fixture(s). RJR reserves the right to periodically change the advertising copy on the Fixtures or POS.
2. Prohibit the placement of any posters, shelf strips, decals, displays or other promotional materials, on any part of the Special Fixture(s) or HIGH IMPACT POS item(s), except for those provided by RJR.
3. Load the Special Fixture(s) according to a plan-o-gram provided by RJR.
4. Utilize the Special Fixture(s) and/or HIGH IMPACT POS item(s) at the intended location(s) at retail, for not less than three (3) years.
5. This agreement may be changed only by written agreement of the parties.
6. The Special Fixture(s) and/or HIGH IMPACT POS item(s) remains the property of RJR.
7. If federal, state or local government regulations prohibit or restrict the use of Special Fixtures or HIGH IMPACT POS to the extent that the parties cannot carry out the terms of this Agreement, then this Agreement shall terminate with respect to Retailer's stores which are unable to comply. In such event Retailer will confer with RJR regarding the disposition of the Special Fixture(s) or HIGH IMPACT POS.

The Special Fixture(s) / HIGH IMPACT POS item(s) requested are as follows:

QTY	ITEM	QTY	ITEM	QTY	LIST OTHER:
<u>1</u>	2' x 2' Multibrand Pricer	<u>      </u>	Lighted 2' x 2' Sign	<u>      </u>	<u>      </u>
<u>      </u>	2' x 4' Multibrand Pricer	<u>      </u>	Lighted 3' x 4' Sign	<u>      </u>	<u>      </u>
<u>1</u>	Neon Sign	<u>      </u>	Ceiling Logo	<u>      </u>	<u>      </u>
<u>1</u>	8' Lighted Menu Board/Clock	<u>      </u>	Small CTS Banner	<u>      </u>	<u>      </u>
<u>      </u>	CTS Clock	<u>      </u>	Custom Banner	<u>      </u>	<u>      </u>
<u>      </u>	3' x 4' Floor Decal	<u>      </u>	CTS Floor Ashtray	<u>      </u>	<u>      </u>
<u>      </u>	3' x 4' Floor Mat	<u>      </u>		<u>      </u>	<u>      </u>

Retailer understands that failure of performance of any of the above terms and conditions will no longer entitle Retailer to participate in the RJR merchandising service offered, or to utilize in any way the special fixture(s)/HIGH IMPACT POS item(s) furnished by RJR.

**RETAILER APPROVAL**

Name and Title Matt Paryano - Buyer  
Signed Matt Paryano Date 6-16-98

**R. J. REYNOLDS TOBACCO COMPANY APPROVAL**

Name and Title Sharon Schwalm  
Signed Sharon Schwalm Date 6-16-98  
Contract Plan